



AMJOBZ FRANCHISE AGREEMENT

FRANCHISE AGREEMENT BETWEEN AMJOBZ AND
ABC COMPANY
DATED: 01ST FEB, 2016



Franchise Agreement

THIS AGREEMENT (the "Agreement") is made on 01st February, 2016 by and between AMJOBZ e-Marketing Ventures ('Franchisor'), Dubai, UAE and **NAME** (the 'Franchisee'), **ADDRESS** on the basis of the following understandings and agreements:

1. Basis for Agreement

The AMJOBZ has developed methods for establishing, operating and promoting businesses engaged in the business of e- Marketing using the service mark and related trade names and trademarks ("Marks") and the AMJOBZ's proprietary methods of doing business (the "Licensed Methods"). The AMJOBZ grants the right to others to develop and operate an AMJOBZ franchise, under the Marks and pursuant to the Licensed Methods.

The Franchisee desires to establish an AMJOBZ franchise at a location identified herein or to be later identified, and the AMJOBZ desires to grant the Franchisee the right to operate an AMJOBZ franchise at such location under the terms and conditions which are contained in this Agreement.

2. Grant of Franchise

A Franchisee can be an individual or a group of individuals and should be in an age between 21 to 65 years with financially sound will be eligible. The AMJOBZ grants to the Franchisee, and the Franchisee accepts from the AMJOBZ, the right to use the Marks and Licensed Methods in connection with the establishment and operation of a AMJOBZ franchise, at the location described in Article 4 of this Agreement. The Franchisee agrees to use the Marks and Licensed Methods, as they may be changed, improved, and further developed by the AMJOBZ from time to time, only in accordance with the terms and conditions of this Agreement.

The Franchisee agrees at all times to faithfully, honestly and diligently perform the Franchisee's obligations hereunder, and to continuously exert best efforts to promote the AMJOBZ franchise. The Franchisee agrees to utilize the Marks and Licensed Methods to operate all aspects of the business franchised hereunder in accordance with the methods and systems developed and prescribed from time to time by the AMJOBZ, all of which are a part of the Licensed Methods. The Franchisee's shall offer such products and services as the AMJOBZ shall designate and shall be restricted from manufacturing, offering or selling any products or services not previously approved by the AMJOBZ in writing. The Franchisee's name must feature AMJOBZ brand items manufactured by the AMJOBZ or its designated suppliers and related non-primary items ("Items") approved by the AMJOBZ in writing.

3. Franchise Fee

The AMJOBZ hereby declare that there will not be any kind of fees or royalties levied to become a Franchisee. Instead, the Franchisee agrees to buy enlisting coupons worth of Rs. 200,000.00 with an amount of Rs. 100,000.00 only and which enables the franchisee to enjoy the use of the AMJOBZ's system, name as well as assistance for a limited time. Moreover, there will be a minimum stock level ie., Rs. 50,000.00 worth of enlisting coupons need to be maintained before purchase of new stocks and which is mandatory otherwise the Franchisee is liable to pay an amount of Rs. 10,000.00 as penalty to continue the Franchise. In, addition, the Franchisee will be required to pay a non-refundable design fee of Rs. 25,000.00 as a fee for the preparation of a design for Franchisee's new Office.

Signature

Signature

Franchisee

AMJOBZ



4. Franchised Location and Designated Area

The Franchisee is granted the right and franchise to own and operate one AMJOBZ franchise at Cochin ("Franchised Location"). Territory would be defined as one district for one franchise in India.

The rights that are granted to the Franchisee under this Agreement are for the specific or centralized Franchised Location and cannot be transferred to any other location without the prior written approval of the AMJOBZ. If the Franchisee has operated an AMJOBZ franchise for not less than 12 months and desires to relocate it to an alternative site, the Franchisee must set forth its reasons for requesting the relocation in writing to the AMJOBZ, along with a proposed new location. The AMJOBZ will have 30 days from receipt of the Franchisee's written request to visit the location and may approve accordingly. If AMJOBZ approves the relation and the proposed new location, and if the ownership of the Franchisee does not change in any respect from the ownership of the Franchisee before the relocation, then the Franchisee may move its Office to the new approved location, provided that the Franchisee signs the AMJOBZ's then current form of Franchise Agreement and opens the Office at the new location within 3 months after the Office closes at its former Franchised Location. In, addition, the Franchisee will be required to pay a non-refundable design fee of Rs. 25,000.00 as a fee for the preparation of a design for Franchisee's new Office. A similar design fee will also apply if the Franchisee requests design assistance in remodelling its Office at any time during the term of this Agreement.

5. Initial Franchise Enlisting Coupon Fee

In consideration for the right to develop and operate one AMJOBZ franchise, the Franchisee agrees to pay to the AMJOBZ an initial franchise enlisting coupon amount, which is due and payable as of the date of execution of this Agreement. The initial franchise enlisting coupon subscription represents payment for the initial grant of the rights to use the Marks and Licensed Methods, that the AMJOBZ has earned the initial franchise amount upon receipt thereof and that the amount is non-refundable.

6. Training

After the Franchisee executes a lease for the Franchised Location, the Franchisee or, if the Franchisee is not an individual, the person designated by the Franchisee to assume primary responsibility for the management of the AMJOBZ franchise ("General Manager") is required to attend and successfully complete the initial training program which is offered by the AMJOBZ at one of the AMJOBZ's designated training facilities.

The AMJOBZ's initial online training program shall consist of 2 days of instruction at a location designated by the AMJOBZ; provided, however, that the AMJOBZ reserves the right to waive a portion of the AMJOBZ's training program or alter the training schedule, if in the AMJOBZ's sole discretion, the Franchisee or General Manager has sufficient prior experience or training. The AMJOBZ will assist to get trained all concerned staff appointed by Franchisee upon request.

From time to time, the AMJOBZ may present seminars, conventions or continuing development programs or conduct meetings for the benefit of the Franchisee.

7. Development Assistance

In addition to the AMJOBZ's initial training, equipment list, design services, Operations Manual, and other pre-opening services described elsewhere in this Agreement, AMJOBZ will provide the Franchisee prior to opening with a list of approved and designated suppliers and an advertising plan and advertising copy for Franchisee's grand opening.

Signature

Signature

Franchisee

AMJOBZ



In addition to the other operational assistance and advice provided by the AMJOBZ pursuant to other provisions of this Agreement, at the opening of the Franchisee's Office and for a period of 30 days thereafter, the AMJOBZ shall provide the on-site services of a representative to assist the Franchisee and provide further on-site training in connection with the operation of the Franchisee's Office.

8. Operations Manual

The AMJOBZ agrees to loan to the Franchisee one or more manuals, technical bulletins and other written materials (collectively referred to as "Operations Manual") covering ordering of supplies, manufacturing, processing and stocking and other operating and in-Office marketing techniques.

The Franchisee agrees to use the Marks and Licensed Methods only as specified in the Operations Manual. The Operations Manual is the sole property of the AMJOBZ and shall be used by the Franchisee only during the term of this Agreement and in strict accordance with the terms and conditions hereof. The Franchisee shall not duplicate the Operations Manual or disclose its contents to persons other than its employees or officers who have signed the form of Confidentiality and Non-Disclosure Agreement. The Franchisee shall return the Operations Manual to the AMJOBZ upon the expiration, termination or transfer of this Agreement. The AMJOBZ reserves the right to revise the Operations Manual from time to time as it deems necessary to update or change operating and marketing techniques, standards and specifications for all components of the Licensed Methods. Promptly after receiving any update from the AMJOBZ, the Franchisee shall update his copy of the Operations Manual as instructed by the AMJOBZ and shall conform Office operations with the updated provisions within a reasonable time after receipt of such updated information.

The Franchisee shall at all times during the term of this Agreement own and control the AMJOBZ franchise authorized hereunder. The Franchisee shall not operate any other related or non-related business or profession from or through the franchise location. If the Franchisee is an entity, the entity shall only operate the AMJOBZ franchise governed by this Agreement and no other business, unless the Franchisee receives the AMJOBZ's prior written approval. Upon request of the AMJOBZ, the Franchisee shall promptly provide to the AMJOBZ proof, reasonably acceptable to the AMJOBZ of such ownership.

9. Royalties

Throughout the term of this Agreement, the Franchisee agrees to pay to the AMJOBZ a continuing quarterly royalty ("Royalty") equal to 1% of its Gross Turnover generated from or through its AMJOBZ franchise.

"Gross Turnover" shall be defined as receipts and income of any kind from all products or services sold from or through the AMJOBZ franchise, including any such sale of products or services made for cash or upon credit, or partly for cash and partly for credit, regardless of collection of charges for which credit is given, less returns for which refunds are made, provided that the refund shall not exceed the sales price and exclusive of discounts, sales taxes and other taxes, amounts received in settlement of a loss of merchandise, shipping expenses paid by the customer and discount sales to corporations or to charities for fund-raising purposes. "Gross Turnover" shall also include the fair market value of any services or products received by the Franchisee in barter or in exchange for his services and products.

The Franchisee agrees that Royalty payments shall be paid quarterly and sent to the AMJOBZ, post-marked on 15 of each quarter based one Gross Turnover for the immediately preceding month. Monthly reports as more fully described below, and standard transmittal forms containing information regarding the Franchisee's Gross Turnover and such additional information as may be requested by the AMJOBZ.

Signature

Signature

Franchisee

AMJOBZ



10. Advertising

The Franchisee shall obtain the AMJOBZ's prior written approval of all advertising or other marketing or promotional programs published by any method, including print, broadcast and electronic media, regarding the AMJOBZ franchise, including, without limitation, "Yellow Pages" advertising, newspaper ads, flyers, brochures, coupons, direct mail pieces, specialty and novelty items, radio, television, and Internet advertising. The Franchisee acknowledges and agrees that the AMJOBZ may disapprove of any advertising, marketing or promotional programs submitted to the AMJOBZ for any reason in the AMJOBZ's sole discretion. The Franchisee shall also obtain the AMJOBZ's prior written approval of all promotional materials provided by vendors. The proposed written advertising or a description of the marketing or promotional program shall be submitted to the AMJOBZ before publication, broadcast or use.

11. Quality Control

The Franchisee agrees to maintain and operate his/her AMJOBZ franchise strictly in compliance with this Agreement and the standards and specifications contained in the Operations Manual, as the same may be modified from time to time by the AMJOBZ in accordance with this Agreement.

The Franchisee is prohibited from offering or selling any products or services not authorized by AMJOBZ.

If the Franchisee proposes to offer, conduct or utilize any products, services, materials, forms, items or supplies for use in connection with or sale through AMJOBZ which are not previously approved by the AMJOBZ as meeting its specifications, the Franchisee shall first notify the AMJOBZ in writing requesting approval. The AMJOBZ may, in its sole discretion, for any reason whatsoever, elect to withhold such approval. In order to make such determination, the AMJOBZ may require submission of specifications, information, or samples of such products, services, materials, forms, items or supplies. The AMJOBZ will advise the Franchisee within a reasonable time whether such products, services, materials, forms, items or supplies meet its specifications.

12. Term

The term of this Agreement begins on the date this Agreement is fully executed and ends Five years later, unless sooner terminated as provided herein.

Either party may terminate upon 30 days' notice or as required by law.

13. Default and Termination

The AMJOBZ shall have the right, at its option, to terminate this Agreement and all rights granted the Franchisee hereunder, without affording the Franchisee any opportunity to cure any default (subject to any state laws to the contrary, where state law shall prevail), effective upon receipt of notice by the Franchisee, upon the occurrence of any of the following events:

a. Abandonment. If the Franchisee ceases to operate the AMJOBZ franchise or otherwise abandons the AMJOBZ franchise for a period of 15 consecutive days, or any shorter period that indicates an intent by the Franchisee to discontinue operation of the AMJOBZ franchise, unless and only to the extent that full operation of the AMJOBZ franchise is suspended or terminated due to fire, flood, earthquake or other similar causes beyond the Franchisee's control and not related to the availability of funds to the Franchisee;

Signature

Signature

Franchisee

AMJOBZ



b. Insolvency; Assignments. If the Franchisee becomes insolvent or is adjudicated a bankrupt; or any action is taken by the Franchisee, or by others against the Franchisee under any insolvency, bankruptcy or reorganization act, (this provision may not be enforceable under federal bankruptcy law, or if the Franchisee makes an assignment for the benefit of creditors, or a receiver is appointed by the Franchisee;

c. Criminal Conviction. If the Franchisee is convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole opinion of the AMJOBZ, to materially and unfavourably affect the Licensed Methods, Marks, goodwill or reputation thereof;

d. Failure to Make Payments. If the Franchisee fails to pay any amounts due the AMJOBZ, including any amounts which may be due as a result of any subleases or lease assignments between the Franchisee and the AMJOBZ, within 10 days after receiving notice that such fees or amounts are overdue.

e. Misuse of Marks. If the Franchisee misuses or fails to follow the AMJOBZ's directions and guidelines concerning use of the AMJOBZ's Marks and fails to correct the misuse or failure within ten days after notification from the AMJOBZ;

f. Unauthorized Disclosure. If the Franchisee intentionally or negligently discloses to any unauthorized person, the contents of or any part of the AMJOBZ's Operations Manual or any other trade secrets or confidential information of the AMJOBZ;

g. Repeated Non-Compliance. If the Franchisee has received two previous notices of default from the AMJOBZ and is again in default of this Agreement at any time during the term of this Agreement, regardless of whether the previous defaults were cured by the Franchisee.

h. Others. Any other covenant that the parties feel is sufficient cause to terminate this Agreement.

14. Restrictive Covenants

The Franchisee acknowledges that, in addition to the license of the Marks hereunder, the AMJOBZ has also licensed commercially valuable information which comprises and is a part of the Licensed Methods, including without limitation, operations, marketing, advertising and related information and materials and that the value of this information derives not only from the time, effort and money which went into its compilation, but from the usage of the same by all the franchisees of the AMJOBZ using the Marks and Licensed Methods. The Franchisee therefore agrees that other than the AMJOBZ franchise licensed herein, neither the Franchisee nor any of the Franchisee's officers, directors, shareholders or partners, nor any member of his or their immediate families, shall during the term of this Agreement: a. have any direct or indirect controlling interest as a disclosed or beneficial owner in a "Competitive Business."

a) Sale of enlisting coupon- the enlisting coupon must be sold according to the price list furnished by the AMJOBZ.

b) All the images and contents given by the customers are to be uploaded by the franchisee after proper verification and care. Employees uniform must be provided by the Franchisee (Black Pant, white shirt with Black blazers)

Signature

Signature

Franchisee

AMJOBZ



- c) In Franchisee’s office there must be a well-furnished sitting room for all AMJOBZ Direct Staffs
- d) Periodical training or meeting expenses must be under the expenses of the Franchisee himself.
- e) Periodical evaluation and reporting have to be submitted to the AMJOBZ regularly.
- f) Salary or wage must be fixed and paid on time to all the employees of the Franchisee.
- g) Name Board must be assigned in the name as AMJOBZ, Franchisee name may be placed before as (Franchisee name + AMJOBZ)
- h) AMJOBZ logo must be displayed in the franchisee’s office and in all business documents
- i) No collection by “cash” allowed in the name of AMJOBZ e Marketing Ventures. Payments must be in the form of cheque, DD or Bank Transfer.
- j) Renewal will be allowed under the approval from AMJOBZ without any default and should proceed on or before 30 days prior to contract completion date.

The Franchisee shall treat all information it receives which comprises or is a part of the Licensed Methods licensed hereunder as proprietary and confidential and will not use such information in an unauthorized manner or disclose the same to any unauthorized person without first obtaining the AMJOBZ's written consent. The Franchisee acknowledges that the Marks and the Licensed Methods have valuable goodwill attached to them, that the protection and maintenance thereof is essential to the AMJOBZ and that any unauthorized use or disclosure of the Marks and Licensed Methods will result in irreparable harm to the AMJOBZ.

15. Insurance

The Franchisee shall procure, maintain and provide evidence of Comprehensive general liability insurance for the Franchised Location and its operations.

16. Governing Law

This Agreement shall be interpreted under the laws of the concerned of Ernakulam jurisdiction and any disputes between the parties shall be governed by and determined in accordance with the substantive laws of the concerned jurisdiction of the Ernakulam which laws shall prevail in the event of any conflict of laws.

17. Modification.

The AMJOBZ and/or the Franchisee may modify this Agreement only upon execution of a written agreement between the two parties. The Franchisee acknowledges that the AMJOBZ may modify its standards and specifications and operating and marketing techniques set forth in the Operations Manual unilaterally tinder any conditions and to the extent in which the AMJOBZ, in its sole discretion, deems necessary to protect, promote, or improve the Marks and the quality of the Licensed Methods, but under no circumstances will such modifications be made arbitrarily without such determination.

Signature

Signature

Franchisee

AMJOBZ



18. Entire Agreement.

This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements concerning the subject matter hereof. The Franchisee agrees and understands that the AMJOBZ shall not be liable or obligated for any oral representations or commitments made prior to the execution hereof or for claims of negligent or fraudulent misrepresentation based on any such oral representations or commitments and that no modifications of this Agreement shall be effective except those in writing and signed by both parties. The AMJOBZ does not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement. The Franchisee further acknowledges and agrees that no representations have been made to it by the AMJOBZ regarding projected sales volumes, market potential, revenues, profits of the Franchisee's AMJOBZ franchise, or operational assistance other than as stated in this Agreement or in any disclosure document provided by the AMJOBZ or its representatives.

19. Effective Date.

This Agreement shall not be effective until accepted by the AMJOBZ as evidenced by dating and signing by an officer of the AMJOBZ.

20. Attorneys' Fees.

In the event of any dispute between the parties to this Agreement, including any dispute involving an officer, director, employee or managing agent of a party to this Agreement, in addition to all other remedies, the non-prevailing party will pay the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in any legal action, arbitration or other proceeding as a result of such dispute.

21. Injunctive Relief.

Nothing herein shall prevent the AMJOBZ or the Franchisee from seeking injunctive relief to prevent irreparable harm, in addition to all other remedies. If the AMJOBZ seeks an injunction, the AMJOBZ will not be required to post a bond.

22. No Waiver.

No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by the AMJOBZ or the Franchisee shall be considered to imply or constitute a further waiver by the AMJOBZ or the Franchisee of the same or any other condition, covenant, right, or remedy.

23. No Right to Set Off.

The Franchisee shall not be allowed to set off amounts owed to the AMJOBZ for Royalties, fees or other amounts due hereunder, against any monies owed to Franchisee, nor shall the Franchisee in any event withhold such amounts due to any alleged non-performance by the AMJOBZ hereunder, which right of set off is hereby expressly waived by the Franchisee.

24. Invalidity.

If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, as so modified, such provision shall be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement shall not be affected by such modification.

Signature

Signature

Franchisee

AMJOBZ



25. Notices.

All notices required to be given under this Agreement shall be given in writing, by certified mail, return receipt requested, or by an overnight delivery service providing documentations of receipt, at the address set forth in the first paragraph of this Agreement or at such other addresses as the AMJOBZ or the Franchisee may designate from time to time, and shall be effectively given when deposited in the mail, postage prepaid, or when received via overnight delivery, as may be applicable.

26. Payment of Taxes.

The Franchisee shall reimburse the AMJOBZ, or its designees, promptly and when due, the amount of all sales taxes, use taxes, personal property taxes and similar taxes imposed upon, required to be collected or paid by the AMJOBZ, or designees, on account of services or goods furnished by the AMJOBZ, or designees, to the Franchisee through sale, lease or otherwise, or on account of collection by the AMJOBZ, or its designees, of the initial franchise fee, Royalties, Marketing and Promotion Fees or any other payments made by the Franchisee to the AMJOBZ required under the terms of this Agreement.

27. Authorization.

This Agreement shall be signed on behalf of the AMJOBZ by **Personnel Name**, and on behalf of the Franchisee by **Personnel Name**.

BEFORE SIGNING THIS AGREEMENT, THE FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. THE FRANCHISEE ACKNOWLEDGES THAT:

- (a) THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED HEREIN INVOLVES SUBSTANTIAL RISKS AND DEPENDS UPON THE FRANCHISEE'S ABILITY AS AN INDEPENDENT BUSINESS PERSON AND ITS ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE BUSINESS, AND
- (b) NO ASSURANCE OR WARRANTY, EXPRESS OR IMPLIED, HAS BEEN GIVEN AS TO THE POTENTIAL SUCCESS OF SUCH BUSINESS VENTURE OR THE EARNINGS LIKELY TO BE ACHIEVED, AND
- (c) NO STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS DOCUMENT, AND IN ANY OFFERING CIRCULAR SUPPLIED TO THE FRANCHISEE, IS BINDING ON THE AMJOBZ IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

Signature

Signature

Franchisee

AMJOBZ